THE CITY OF MINNEAPOLIS

and

THE POLICE OFFICERS' FEDERATION OF MINNEAPOLIS

MEMORANDUM OF AGREEMENT AND UNDERSTANDING REGARDING HIRING OF SCHOOL LIAISON OFFICERS FROM MPRB

RECITALS

- A. WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Police Officers' Federation of Minneapolis (hereinafter "Federation") are parties to a Collective Bargaining Agreement (hereinafter "Labor Agreement") that is currently in force with regard to sworn personnel serving in the Minneapolis Police Department ("MPD"); and
- B. WHEREAS, the Minneapolis Park and Recreation Board ("MPRB") and the Police Officers' Federation of Minneapolis (hereinafter "Federation") are parties to a Collective Bargaining Agreement (hereinafter "MPRB Labor Agreement") that is currently in force with regard to sworn personnel serving in the MPRB Police Department; and
- C. WHEREAS, the MPRB had entered into a services contract with the Minneapolis Public School District (the "District") pursuant to which the MPRB agreed to dedicate a specified number of its sworn personnel to serve in the Minneapolis Public Schools as school liaison/resource officers; and

- D. WHEREAS, following expiration of the services contract between the MPRB and the District, the District opted to contract with the Minneapolis Police Department ("MPD") for school liaison officers instead of renewing its contract with the MPRB: and
- E. WHEREAS, the budget for the MPRB Police Department cannot sustain the number of sworn officers without the revenue that had been provided under the contract between the MPRB and the District; and
- F. WHEREAS, the Federation and MPRB desire to avoid sworn officers from being laid off by the MPRB; and
- G. WHEREAS, the Employer is in immediate need of experienced school liaison officers to meet its staffing obligations under its new services contract with the District; and
- H. WHEREAS, the parties agree that it is in the best interests of all of them for the Employer to consider hiring police officers currently assigned as school liaisons with the MPRB Police Department; and
- I. WHEREAS, the Labor Agreement contains provisions addressing both hiring of officers with prior experience as MPRB police officers and the duties and shifts to which "Newly Hired Employees" must be assigned which could preclude the immediate Non-Bid Assignment of the newly hired officers from the MPRB Police Department to school liaison duties;

NOW THEREFORE, based on the unique circumstances set forth above, the parties hereby agree as follows:

AGREEMENT

1. Upon their separation from the MPRB Police Department and liquidation of all compensatory time balances, the Employer may, in its sole discretion, hire the following

individuals (the "Subject Employees") in the job title of Patrol Officer pursuant to Section 30.6 of the Labor Agreement:

Michael Ganley
Henry Scurry
Thomas Homa
Robert Schnickle
James Huber
Daniel Groun
Manuel Grandoos
Mary Ketzner
Thomas Ryan
John Skoglund

If hired, the Subject Employees shall all be "lateral entry candidates" as defined by Section 30.6 of the Labor Agreement.

- 2. The Employer shall, in its sole discretion, determine the appropriate training necessary to prepare a Subject Employee for active duty.
- 3. Pursuant to the provisions of Section 30.6 of the Labor Agreement, time served in the MPRB Police Department shall be considered for the purpose of determining the Subject Employee's vacation accrual rate and placement on the Police Officer salary schedule. Time served in the MPRB Police Department will not count toward: fulfilling in-service time requirements; for competing in promotional examinations; computing seniority in promotional examinations; determining the order of bids for assignments and vacations, determining the order of layoffs; or other rights or benefits of employment which are based on time served with the MPD. Although some of the Subject Employees served in the MPD prior to being hired by the MPRB Police Department, none of the Subject Employees are eligible for reinstatement to the MPD under Section 30.7 of the Labor Agreement or applicable Civil Service Commission Rules and, therefore, no

credit shall be given for prior years of service, if, any, with the MPD. Ties in seniority among the Subject Employees shall be broken by their MPRB seniority.

- 4. Notwithstanding the requirement pursuant to Section 9.4, subd. (b) of the Labor Agreement that "Newly Hired Employees" as defined in Section 9.1 (h) be assigned to 24 months as a 911 Responder before they may be assigned to other duties, the MPD may immediately assign the Subject Employees as School Liaison/Resource Officers upon their employment by Employer. However, the Subject Employees may not serve in any other assignment with the MPD other than School Liaison Officer or 911 Responder until they have satisfied the requirements of Section 9.4, subd. (b) of the Labor Agreement regarding the assignment of Newly Hired Employees. Further, the Subject Employees shall not be eligible for promotion until they have satisfied the requirements of Section 9.4, subd. (b) of the Labor Agreement regarding the assignment of Newly Hired Employees.
- 5. The probationary period referenced in Section 30.1 and elsewhere in the Labor Agreement is waived with regard to each of the Subject Employees that is hired pursuant to this Agreement.
- 6. Nothing in this Memorandum of Understanding or in the Labor Agreement guarantees the Subject Employees to permanent school resource/liaison assignments during their employment with the Employer.
- 7. All provisions of the Labor Agreement remain in full force and effect, except to the extent expressly provided herein.
- 8. Neither the existence nor the terms of this Agreement shall establish any precedent for the hiring and/or assignment of officers hired by the Employer from the MPRB Police Department in the future.

9. The parties to this Memorandum of Understanding acknowledge and consent that assignment to the position(s) of "school resource/liaison" is a "voluntary" assignment and Officers selected are subject to the terms of the new Services Contract between the City of Minneapolis and Special School District No. 1, attached hereto as Exhibit A.

FOR THE CITY OF MINNEAPOLIS:

FOR THE FEDERATION:

Timothy O. Giles Date

Director, Employer/Employee Relations

Timothy Dolan Dail Chief of Police

Date 10 22 06

John C. Delmonico Date President, Police Federation

Attorney for Police Federation